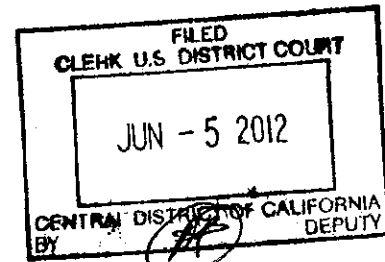


ROHMAT MULYANA JR.
408 SOUTH PACIFIC AVENUE
GLENDALE, CA 91204
(818) 392 - 9731



UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

ROHMAT MULYANA JR.,

Plaintiff,

VS.

JOHN P. FRYE, P.C.
JOHN P. FRYE

DEFENDANT(S).

CV12-04685-MRP(JCG)

COMPLAINT FOR:

FAIR DEBT COLLECTION

PRACTICES ACT

FAIR CREDIT REPORTING ACT

ROSENTHAL ACT

Jury Trial Demanded: Yes

I. JURISDICTION

1. This Court has jurisdiction under: 15 U.S.C. sec. 1692 k (d), 15 U.S.C. sec. 1681(p)(b), and 28 U.S.C. sec. 1331,1337

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II. VENUE

2. Venue is proper pursuant to: 28 U.S.C. sec. 1391(b) where the acts and transaction giving rise to plaintiff's action occurred in the district, where plaintiff resides in this district, and / or where defendant transact business in this district.

III. PARTIES

3. Plaintiff's name is: Rohmat Mulyana Jr.. Plaintiff resided at: 7356 Wilbur Avenue. Reseda, California 91335. Is a consumer within the meaning of 15 U.S.C. sec. 1692 a (3).

4. Defendant: JOHN P. FRYE, P.C. , JOHN P. FRYE is a "debt collector" within the meaning of 15 U.S.C. sec 1692 a (6).

IV. STATEMENT OF FACTS

5. Comes now Rohmat Mulyana Jr., who does hereby file this complaint for damages of 15 U.S.C. sec. 1692 a, e, f, k. 15 U.S.C. sec. 1681 b, o, n, based upon defendant(s) violations of the Fair Debt Collection Practices Act and Fair Credit Reporting Act, Rosenthal Act.

6. On January 1 , 2012 Plaintiff upon requested Transunion Consumer Credit Report. Plaintiff had no knowledge of any business relationship with the defendant. Defendant JOHN P. FRYE, P.C. , JOHN P. FRYE is a collection agency doing business in the STATE OF VIRGINIA.

7. On February 1 , 2012 Defendant JOHN P. FRYE, P.C. , JOHN P. FRYE initiated a soft pull of plaintiff consumer credit report concerning plaintiff from transunion without permissible purposes thereby reducing his credit score.

8. On February 1, 2012 Plaintiff sent via United States Postal Service Certified Mail a letter requesting formal debt validation upon 30 day notice to reply in accordance with (FDCPA) 15 U.S.C. sec. 1692g, (FCRA)15 U.S.C. sec. 1681b. A

9. On March 1, 2012 Defendant JOHN P. FRYE, P.C. , JOHN P. FRYE initiated a soft pull of plaintiff consumer credit report concerning plaintiff from transunion without permissible purposes thereby reducing his credit score.

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2 10. On March 5, 2012 Plaintiff received correspondence lettered envelope
3 communication of debt collection from Defendant without validation for
4 permissible purposes or contract bearing signature between defendant and
5 plaintiff.
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8 11. On March 26, 2012 Plaintiff received additional correspondence letter
9 envelope communication of debt collection efforts from defendant(s) without
10 validation. Defendant(s) continuously under false pretense willfully and
11 knowingly attempt to obtain information to collect alleged debt constitutes
12 harassment sec. 617 of the FCRA
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14

15 12. On April 05, 2012 Plaintiff in a good faith effort to allow defendant
16 JOHN P. FRYE, P.C. , JOHN P. FRYE ample opportunity to validate alleged
17 debt. Plaintiff sent a second lettered settlement and agreement via certified mail
18 upon 10 day notice response, defendant again has failed to respond to 10 day
19 notice.
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V. CAUSES OF ACTION

FIRST CAUSE OF ACTION

Violations of FDCPA 15 U.S.C. 1962 e,f,g

(As against Defendant(s): JOHN P. FRYE, P.C.

13. Plaintiff re-alleges and incorporates paragraphs 5-12. Plaintiff is a Consumer within the meaning of the FDCPA 15 U.S.C. sec. 1692a(3) JOHN P. FRYE, P.C. JOHN P. FRYE are debt collectors within the meaning of FDCPA 15 U.S.C. sec 1692a(6). Defendant corresponding letter violated 1692f(1) any unfair or unconscionable means concerning alleged debt.

14. Plaintiff re-alleges and incorporates paragraph 5-12. Based on the foregoing consumer credit reports. The Defendant Is violating FDCPA and FCRA violations include but are not limited to the following: JOHN P. FRYE, P.C. , JOHN P. FRYE violated 15 U.S.C. sec. 1692e(10) by the use of any false representation or deceptive means to collect or attempt to collect any debt or to obtain information concerning consumer.

15. Plaintiff re-alleges and incorporates paragraph 5-12. JOHN P. FRYE, P.C. JOHN P. FRYE violated 15 U.S.C. sec. 1692f(1) by the collection of any amount including any interest, fee, charge, or expense incidental to the principal obligation unless such amount is expressly authorized by the agreement creating the debt or permitted by law.

SECOND CAUSE OF ACTION

Violation of FCRA 15 U.S.C. SEC. 1681 b

As against Defendant(s): JOHN P. FRYE, P.C. , JOHN P. FRYE

16.Plaintiff re-alleges and incorporates paragraph 5-12. Plaintiff is a consumer within the meaning of the FCRA 15 U.S.C. sec. 1681a (c).

JOHN P. FRYE, P.C. , JOHN P. FRYE is a furnisher of information within the meaning of the FCRA 15 U.S.C. sec. 1681 s-2

17.Plaintiff re-alleges and incorporates paragraph 5-12. Plaintiff did not Initiate a firm offer of credit (loan, credit card) with defendant. Plaintiff did not Initiate firm offer of insurance with defendant. Plaintiff did not initiate employment with defendant. Defendant was not directed by a court order to pull plaintiff consumer report. Defendant is no gov't agency under USA Patriot Act reply: UNITED STATES v. McNeil 362 F.3d 570 "9th Circuit Court of Appeals"

18.Plaintiff re-alleges and incorporates paragraph 5-12. Based on the foregoing consumer credit report. Defendant willfully violated the FCRA. Defendant violations include, but are not limited to the following: JOHN P. FRYE, P.C. , JOHN P. FRYE willfully violated 15 U.S.C. sec. 1681b(f) by obtaining plaintiff consumer report without a permissible purpose as defined by 15 U.S.C. sec. 1681b

THIRD CAUSE OF ACTION

Violation Civil Liabilities for non-compliance 15 U.S.C. sec. 1681 o, n

(As against Defendant(s): JOHN P. FRYE, P.C. , JOHN P. FRYE

19. Plaintiff re-alleges and incorporates paragraph 5 -12. Plaintiff is a consumer within the meaning of the FCRA 15 U.S.C. sec. 1681a (c).

JOHN P. FRYE, P.C. , JOHN P. FRYE is a furnisher of information within the meaning of the FCRA 15 U.S.C. sec. 1681 s-2

20. Plaintiff re-alleges and incorporates paragraph 5-12. JOHN P. FRYE, P.C. JOHN P. FRYE willful procuring or causing to be procured an investigative consumer report without clearly and accurately disclosing to plaintiff that the report had been requested

21. Plaintiff re-alleges and incorporates paragraph 5-12. JOHN P. FRYE, P.C. , JOHN P. FRYE without informing plaintiff of the right to request disclosure in violation 15 U.S.C. sec 1681d q. As a proximate result of defendants action plaintiff has suffered severe and continuing injuries including but not limited too: mental pain & anguish, invasion of privacy, loss of societal pleasures.

FOURTH CAUSE OF ACTION

Violation Civil Liabilities for negligent non-compliance 15 U.S.C. sec. 1681

(As against Defendant(s): JOHN P. FRYE, P.C. , JOHN P.

FRYE

22. Plaintiff re-alleges and incorporates paragraph 5 -12. Plaintiff is a consumer within the meaning of the FCRA 15 U.S.C. sec. 1681a (c).

JOHN P. FRYE, P.C. , JOHN P. FRYE is a furnisher of information within the meaning of the FCRA 15 U.S.C. sec. 1681 s-2.

23. Plaintiff re-alleges and incorporates paragraph 5-12. JOHN P. FRYE, P.C. , JOHN P. FRYE negligent procuring or causing to be procured an investigative consumer report without clearly and accurately disclosing to plaintiff that the report had been requested

24. Plaintiff re-alleges and incorporates paragraph 5-12. Actions on the part of defendant demonstrates a willful disregard for federal law and constitutes a blatant attempt to injure or ruin the credit rating of plaintiff since defendant has demonstrated an inability to validate the alleged debt and subsequently attempted coerce payment. 15 U.S.C sec. 1681 n

V. REQUEST FOR RELIEF

25. That this court grant judgement against defendant for first claim for relief

1) Actual damages determined by jury 2.) Punitive & Statutory damages 15
U.S.C. sec. 1692 d (1) 1692 f (6) Remedies 1692 k, Rosenthal Act \$1,000.00 per
statute 3.) legal cost and fees. 4.) Any relief as the court see fit.

26. That this court grants judgement against defendants JOHN P. FRYE, P.C.
JOHN P. FRYE for: second claim for relief 1.) Actual damages to be
determined by jury 2.) Punitive and Statutory damages FCRA 15 U.S.C. sec.
1681b \$1000.00 3.) court fees and cost 4.) Any relief as court see fit.

27. That this court grants judgment against JOHN P. FRYE, P.C. JOHN P.
FRYE for: Third claim for relief 1.) Actual damages to be determined by jury
2.) punitive & statutory damages pursuant 15 U.S.C. sec 1681o \$1,000.00
3.) court fees and cost. 4.) Any relief as court sees fit.

28. That this court grants judgment against JOHN P. FRYE, P.C. JOHN P.
FRYE for: Fourth claim for relief : 1) Actual damages to be determined by jury
1.) Punitive & Statutory damages 3.)Attorney fees and court cost 4.) Any relief
as court see fit.

Date:

Sign: *Rehmet Mulyara*

Print Name: *Rehmet Mulyara*

DEMAND FOR JURY TRIAL

Plaintiff hereby request a jury trial on all issues raised in this complaint

Date:

Sign: *Rehmet Mulyara*

Print Name: *Rehmet Mulyara*

Rohmat Mulyana
7356 Wilbur Avenue
Reseda, Ca [91335]
818 392 9731

John P. Frye PC
3351 Orange Avenue
Roanoke, Va 24012

January 31, 2012

Re: Unauthorized Credit Inquiry

To Whom It May Concern:

I recently received a copy of my credit report. The credit report showed a credit inquiry by your company that I do not recall authorizing. I understand that you shouldn't be allowed to put an inquiry on my file unless I have authorized it. Please have this inquiry removed from my credit file because it is making it very difficult for me to acquire credit.

I have sent this letter certified mail because I need your prompt response to this issue. Please be so kind as to forward me documentation that you have had the unauthorized inquiry removed.

If you find that I am remiss, and you do have my authorization to inquire into my credit report, then please send me proof of this.

Thanking you in advance,

Rohmat Mulyana
(without prejudice)

U.S. Postal Service[®]
CERTIFIED MAIL[™] RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)
 For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$	\$0.45
Certified Fee	\$	\$0.00
Return Receipt Fee (Endorsement Required)	\$	\$0.00
Restricted Delivery Fee (Endorsement Required)	\$	\$0.00
Total Postage & Fees	\$	\$0.45

Sent To: *John P. Faye*
 Street, Apt. No.,
 or PO Box No. *3351 Orange Avenue*
 City, State, Zip+4 *Roanoke VA 24012*

PS Form 3800, August 2006 See Reverse for Instructions

Postmark Here
 MAR 23 2012
 03/23/2012

7011 2000 0002 4200 9495

184
 Notice

Issue PVI: 70112000000242009501 \$2.95
 ROANOKE VA 24012 Zone-8
 First-Class Letter
 0.40 oz. \$3.40
 Expected Delivery: Mon 03/26/12
 Certified Label #: \$0.45

Issue PVI: 70112000000242009495 \$2.95
 Total: \$3.40

Paid by:
 Debit Card
 Account #: \$6.80
 Approval #: XXXXXXXXXXXXXXXX
 Transaction #: 23 903600286 \$6.80
 Receipt #: 948344
 963

002472

The Law Office of
JOHN P. FRYE, P.C.

John P. Frye
Jacquelyn Gerlach

Attorneys at Law
3351 Orange Avenue, NE
Roanoke, Virginia 24012-6335

Tel. (866) 392-3100
Fax: (540) 767-7807

WRITER'S DIRECT DIAL:
540-767-5127

March 26, 2012

Mr. Rohmat Mulyana
7356 Wilbur Ave.
Reseda, CA 91335

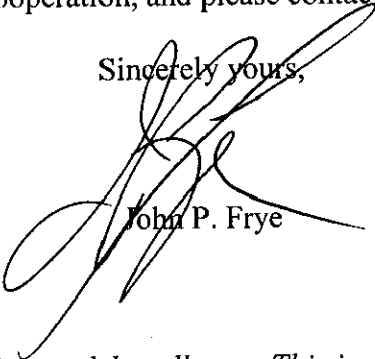
Re: Client: Atlantic Credit & Finance, Inc.
Acct: HSBC
Acct. No.: 5491100022914348
JPF Acct: 1068259

Dear Mr. Malyana:

As attorney for Atlantic Credit & Finance, Inc., please be advised that the above referenced account in the amount of \$1,498.16, was purchased by my client from HSBC in January 2011 and forwarded to this office for collection on January 20, 2011. Because the account involves a collection matter, this office is permitted to run your credit report pursuant to Federal Law. Please see section 1681b(a)(3)(A) of the Fair Credit Reporting Act, which allows this office to run a credit report in the collection of an account of a consumer. Also, please see *Miller v. Wolpoff, LLP*, 309 Fed. App'x 40, 43 (7th Cir. 2009), where the court stated that a debt collector has a legitimate purpose to obtain a credit report where debt collector had been engaged by owner of the debt to collect the consumer's debt. Your account was recalled by our client on April 15, 2011, and is therefore no with this office.

Thank you for your cooperation, and please contact me if you have any questions.

Sincerely yours,



John P. Frye

cc: ACF

*This communication is from a debt collector. This is an attempt to collect a debt.
Any information obtained will be used for that purpose.*

The Law Office of
JOHN P. FRYE, P.C.
 Attorney at Law
 Post Office Box 13665
 Roanoke, Virginia 24036-3665
 Toll Free: 866-763-5100 Fax: 540-767-7807

PCTIPFL 31 001127
 ROHMAT MULYANA
 7356 WILBUR AVE
 RESEDA, CA 91335-2654

Original Creditor: HSBC
 AMERITECH
 Account Number: 5491100022914348
 Client: ATLANTIC CREDIT & FINANCE
 JPF Account Number: 1068259
 Balance: \$1,498.16

Ready to pay now?

It's easy:

Call toll free:

1-866-763-5100

Monday – Wednesday
 12 pm – 9 pm (EST)

Thursday
 8:30 am – 5:30 pm (EST)

Friday
 9 am – 5 pm (EST)

Mail your payment to:

The Law Office of John P. Frye, P.C.
 PO Box 13665
 Roanoke, VA 24036

Pay by:

Personal Check
 Check-by-Phone
 Money Order
 Visa
 MasterCard
 Western Union

March 01, 2011

Dear Mr./Ms. Rohmat Mulyana:

The above referenced account has been placed with this law firm for collection. We would like to help you resolve this debt and **now is the perfect time.**

Last year, almost 80% of all individual income tax returns resulted in a refund. Over 100 million people found themselves with the cash to help them catch up. You may be the recipient of a tax refund this year and now is the perfect opportunity to relieve the burden of this debt.

If you are anticipating a refund, call us now to set up your payment even if you haven't yet received your refund. We may be able to settle this account for substantially less than what you owe but we must hear from you within 15 days of the date of this letter to avoid further collection activity.

We urge you to take advantage of this opportunity as we are not obligated to renew this offer.

Sincerely,

The Law Office of John P. Frye, P.C.

Office Hours: 8:30 A.M. – 9:00 P.M., Monday – Wednesday; 8:30 A.M. – 5:30 P.M., Thursday; 9:00 A.M. – 5:00 P.M., Friday (EST)

THIS COMMUNICATION IS FROM A DEBT COLLECTOR. THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE

NOTICE: Please See Reverse Side

We are required to provide the following information under state law. This is not a complete list of your rights by state. If you do not reside in one of these states, you may still have the same or similar rights under federal or state law.

California Residents: The state Rosenthal Fair Debt Collection Practices Act and the Federal Fair Debt Collection Practices Act require that, except under unusual circumstances, collectors may not contact you before 8 a.m. or after 9 p.m. They may not harass you by using threats of violence or arrest or by using obscene language. Collectors may not use false or misleading statements or call you at work when they know or have reason to know that you may not receive personal calls at work. For the most part, collectors may not tell another person, other than your attorney or spouse, about your debt. Collectors may contact another person to confirm your location or enforce a judgment. For more information about debt collection activities, you may contact the Federal Trade Commission at 1-877-FTC-HELP or www.ftc.gov.

Colorado Residents: FOR INFORMATION ABOUT THE COLORADO FAIR DEBT COLLECTION PRACTICES ACT, SEE www.ago.state.co.us/CADC/CADCmain.cfm.

A consumer has the right to request in writing that a debt collector or collection agency cease further communication with the consumer. A written request to cease communication will not prohibit the debt collector or collection agency from taking any other action authorized by law to collect the debt.

Massachusetts Residents: You have the right to make a written or oral request that telephone calls regarding your debt not be made to you at your place of employment. Any such oral request will be valid for only ten days unless you provide written confirmation of the request postmarked or delivered within seven days of such request. You may terminate this request by writing to the debt collector.

JOHN P. FRYE, P.C.
3351 Orange Avenue, NE
Roanoke, Virginia 24012-6335

RE: acct# 5491100022914348/ JPF Acct: 1068259

Dear Sir/Ma'am,

You have sent me a letter stating I owe you \$1,498.16 I don't believe I owe this alleged debt.

By looking up your firm on the internet, I know you're a collector, and not hired by HSBC, or for that matter erroneous company/client Atlantic Credit & Finance. I do not have a contract with your office, therefore no fiduciary relationship with you. In order to convince me that you have the right to collect, you would need to provide Chain of Custody and authenticate all documents.

As per my TransUnion credit report your company obtained my credit file on 1/24/11 also 3/13/12. I don't recall applying for credit or employment with JOHN P. FRYE, P.C. Attorney at Law. From the FCRA Sec.616. Civil liability for willful noncompliance [15 U.S.C sec. 1681n]

"(b) Civil liability for knowing noncompliance. Any person who obtains a consumer report from a consumer reporting agency under false pretenses or knowingly without a permissible purpose shall be liable to the consumer reporting agency for actual damages sustained by the consumer reporting agency or \$1,000, whichever is greater."

From the 1998 FTC opinion letter Greenblatt at
<http://www.ftc.gov/os/statutes/fcra/greenblt.htm>:

"Any person who procures a consumer report under false pretenses, or knowingly without a permissible purpose, is liable for \$1000 or actual damages (whichever is greater) to both the consumer and to the consumer reporting agency from which the report is procured." I am not convinced that you are legally entitled to neither collect nor report on my credit report. To refresh your memory on what constitutes legal validation, I am giving a list of the required documentation:

- Complete payment history, the requirement of which has been established via SPEARS vs. BRENNAN and

- Agreement that bears the signature of the alleged debtor wherein he agreed to pay the original creditor.
- Letter of sale or assignment from the original creditor to your company. (Agreement with your client that grants you the authority to collect on this alleged debt.)
- Intimate knowledge of the creation of the debt by you, the collection agency

I'm sure you know, under FDCPA Section 809 (b), you are not allowed to pursue collection activity until the debt is validated. You should be made aware that in TWYLA BOATLEY, Plaintiff, vs. DIEM CORPORATION, No. CIV 03-0762 UNITED STATES DISTRICT COURT FOR THE DISTRICT OF ARIZONA, 2004, the courts ruled that reporting a collection account indeed is considered collection activity.

I'm sure your legal staff will agree that non-compliance with this request could put your company in serious legal trouble with the FTC and other state or federal agencies. Under the FCRA and the FDCPA, each violation is subject to a \$1000 fine, payable to me.

I'm sure you know, under FDCPA Section 809 (b), you are not allowed to pursue collection activity until the debt is validated. You should be made aware that in HEINTZ, vs. JENKINS, No. CIV 94-367 SUPREME COURT of the UNITED STATES, APRIL 1995, the courts ruled, included with FTC statement of general policy: "Attorneys or law firms that engage in traditional debt collection activities (sending dunning letters, making collection calls to consumers) are covered by the [Act], but those whose practice is limited to legal activities are not covered." that reporting a collection account indeed is considered collection activity. *299 For these reasons, we agree with the Seventh Circuit that the Act applies to attorneys who "regularly" engage in consumer-debt-collection activity, even when that activity consists of litigation. Its judgment is therefore Affirmed.

Of course, no one likes to go to court. My time is money and it would be worth it to me to settle this outside of court, even if I am assured of victory. To minimize both parties' time and trouble over this matter, I am willing to offer a settlement of \$2,500.00 amount which is also included in the attached settlement offer. The offer is not an admission of indebtedness, but an attempt to bring swift closure to this matter.

Rohmat Mulyana,

(Without Prejudice)

SETTLE AGREEMENT AND GENERAL RELEASE

The Law Office of JOHN P. FRYE, P.C., referred to as COLLECTION AGENCY and Rohmat Mulyana, referred to as CONSUMER, agree to resolved the matter of the alleged debt, in an action alleging violation of Fair Debt Collection Practices Act (FDCPA) 15 U.S.C. sec. 1692 et seq., the Rosenthal Collection Practices Act (RCPA) Cal Stat. 1788. 2,18 et seq. the (FCRA) 15 U.S.C. sec. 1681 et seq. originally held by the _Atlantic Credit & Finance, Inc. Company hereafter referred to as the CLIENT. To avoid the expense and uncertainty of litigation, and without admitting the validity of the claims and defenses asserted or potentially asserted by each other Rohmat Mulyana and JOHN P. FRYE, P.C. COLLECTION AGENCY, hereby agrees to settle this alleged debt claimed by COLLECTION AGENCY on the following terms and conditions:

- 1.) A check in the amount of \$2,500.00
- 2.) Deletion of the inquiry of JOHN P. FRYE in question from my credit file with the four national credit-reporting agencies, or TransUnion.
- 3.) Receipt of a letter stating the accounts will be blocked from reappearing on my credit files and will not be sold or transferred to another company.

Therefore, in consideration of the foregoing, and of the promises contained herein, the parties agree as follows:

SCOPE OF AGREEMENT. This Agreement encompasses any and all efforts of JOHN P. FRYE, P.C. and its attorneys, agents and employees, relative to its attempts to collect on the outstanding balance on an account as which is the subject of Rohmat Mulyana Complaint in the lawsuit ("Account") and relative to the efforts of JOHN P. FRYE P.C. and its attorneys to defend in the lawsuit. This Agreement further encompasses Rohmat Mulyana, threatened claim under the Fair Debt Collection Practices Act (FDCPA) 15 U.S.C. 1692 et seq., Fair Credit Practices Act (FCRA) 15 U.S.C. 1681 et seq. Rosenthal Act 1788.2/ 1788.30 Cal. Civil code 3068.2 which threatened to bring against JOHN P. FRYE P.C. and its counsel. JOHN P. FRYE P.C. specifically denies the alleged claims of Rohmat Mulyana agrees not to file lawsuit upon the execution of this agreement.

- 2.) PAYMENT AMOUNT. To resolve this dispute, JOHN P. FRYE P.C. shall pay to Rohmat Mulyana the total sum of Two Thousand Five hundred dollars to be paid to Rohmat Mulyana at 408 S. Pacific Avenue Glendale, California [91204] JOHN P. FRYE P.C. further agrees to cease and desist from an further collection on the account at

issue, reference number 5491100022914348 JPF Acct. 1068259 in the approximate amount of \$ 1,498.16 and currently owned by JOHN P. FRYE P.C.

- 3.) PAYMENT MANNER. The check referenced in paragraph 3 shall be made payable to the ROHMAT MULYANA and shall be tendered to the address specified in paragraph 3 within 20 days of receipt by JOHN P. FRYE P.C. undersigned counsel of a copy of this Agreement, executed by 4/27/2012
- 4.) RELEASE. Rohmat Mulyana on behalf of himself and on behalf of his heirs hereby absolutely, unconditionally, and completely agrees to release, indemnify, hold harmless and discharge forever JOHN P. FRYE P.C., its parent(s), subsidiary(ies), sister(s) or affiliate(s) companies or divisions, and their officers, directors, shareholders, members, current and former employees, predecessors, successors, assigns, attorneys, principals, agents and insurers hereinafter collectively referred to as (JOHN P. FRYE P.C.) from any and all known and unknown claims, actions, causes of actions, demands, liabilities, and complaints of any nature whatsoever including, but not limited to, claims for invasion of privacy or any other claims arising under state or federal law, claims arising under the Federal Fair Debt Collection Practices Act and the Gramm Leach Bliley Act (aka the Financial Services Modernization Act) and claims arising under the Fair Credit Reporting Act (FCRA) and any Consumer Fraud Act, in addition to any state law claims. Rohmat Mulyana further agrees that he will not file any claims, complaints, affidavits, arbitrations, or proceedings with any court, arbitration forum, regulatory or administrative agency ("Proceedings") with respect to the matters released in this Agreement against any of the aforementioned, and any such proceedings filed prior to the execution of this agreement, if any shall promptly be dismissed or withdrawn.
- 5.) GOVERNING LAW. This Agreement shall be governed by the substantive laws of the State of California.
- 6.) CCONSTRUCTION. The parties certify that they have had a full opportunity to review this Agreement and have had the opportunity to consult with an attorney of their own choosing. Rohmat Mulyana, acknowledges that he has appeared in pro se in the pending lawsuit and confirms that he has had the chance to consult with counsel but has opted against retaining counsel. Rohmat Mulyana further understands that JOHN P. FRYE P.C. undersigned counsel represents and has no duty to Rohmat Mulyana. The Parties agree that the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in construing this Agreement.
- 7.) EXECUTION IN COUNTERPARTS. This Agreement may be executed in counterparts, each with the full force and effect of an original document. In addition, a

copy or facsimile of this agreement shall have the same force and effect of an original document.

- 8.) SUCCESSION RIGHTS AND LIABILITIES. This Agreement shall be binding upon and shall inure to the benefit of the respective successors, assigns, and legal representatives of all parties hereto. Nothing in this Agreement express or implied, is intended by the parties to confer upon any person other than the parties hereto or their respective successors or assigns and those entities/ individuals set forth in paragraph 5 herein, any rights or benefits under or by reason of this Agreement.
- 9.) CONFIDENTIALITY. Rohmat Mulyana agrees that, from the date of the execution of this Agreement, he will hereafter keep strictly confidential the claims between the Parties, the matter giving rise to this Agreement, and the substance of this Agreement. Rohmat Mulyana agrees that he will not disclose any information regarding this Agreement or the substance or subject matter hereof to any person, firm, corporation, or other entity, orally or in writing except as is necessary to comply with applicable laws and regulations, court orders or other process of law.
- 10.) ENTIRE AGREEMENT. The Parties agree and each represent that each has read and fully understand the terms of this Agreement. The Parties agree and represent, that no promise, inducement, or agreement not expressed in this Agreement has been made by any of the Parties. The Parties agree and represent that this Agreement contains the entire agreement among them and may not be modified or supplemented except by a writing signed by the Parties. The Parties agree and represent that the terms of this agreement are contractual and not a mere recital.

This Settlement Agreement is dated this th day of April, 2012.

Rohmat Consumer

JOHN P.FRYE,

Law Office of JOHN P.FRYE, P.C.

By:_____

Title:_____

U.S. Postal Service
CERTIFIED MAILTM RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com.

OFFICIAL USE

Postage	\$	\$1.10
Certified Fee		\$2.95
Return Receipt Fee (Endorsement Required)		\$0.00
Restricted Delivery Fee (Endorsement Required)		\$0.00
Total Postage & Fees	\$	\$4.05

Postmark Here
 APR - 5 2012
 04/05/2012
 USPS

Sent to *John P. Faye, P.C.*
 Street, Apt. No.,
 or PO Box No. *3351 Orange Avenue, NE*
 City, State, ZIP+4[®] *Roanoke VA 24012-6335*

PS Form 3800, August 2006 See Reverse for Instructions

GRIFFITH STATION
 LOS ANGELES, California
 900399998
 0545300039 -0094
 (800)275-8777 10-11:47 AM

04/05/2012

Product Description	Sale Unit	Qty	Price	Final Price
ROANOKE VA 24012 Zone-8				\$1.10
First-Class Large Env				
1.70 oz.				
Expected Delivery: Mon 04/09/12				
Certified				\$2.95
Label #:				70100290000330353071
Issue PVI:				\$4.05
Total:				\$4.05

Paid by:
 Debit Card \$14.05
 Account #: XXXXXXXXXXXX0665
 Approval #: 430074
 Transaction #: 23 903200400 842
 Receipt #: 001033
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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

NOTICE OF ASSIGNMENT TO UNITED STATES MAGISTRATE JUDGE FOR DISCOVERY

This case has been assigned to District Judge Mariana P. Pfaelzer and the assigned discovery Magistrate Judge is Jay C. Gandhi.

The case number on all documents filed with the Court should read as follows:

CV12- 4685 MRP (JCGx)

Pursuant to General Order 05-07 of the United States District Court for the Central District of California, the Magistrate Judge has been designated to hear discovery related motions.

The United States District Judge assigned to this case will review all filed discovery motions and thereafter, on a case-by-case or motion-by-motion basis, may refer discovery related motions to the Magistrate Judge for hearing and determination

NOTICE TO COUNSEL

A copy of this notice must be served with the summons and complaint on all defendants (if a removal action is filed, a copy of this notice must be served on all plaintiffs).

Subsequent documents must be filed at the following location:

☒ **Western Division**
312 N. Spring St., Rm. G-8
Los Angeles, CA 90012

☐ **Southern Division**
411 West Fourth St., Rm. 1-053
Santa Ana, CA 92701-4516

☐ **Eastern Division**
3470 Twelfth St., Rm. 134
Riverside, CA 92501

Failure to file at the proper location will result in your documents being returned to you.

Name & Address: Rohmat Mulyana Jr.408 South Pacific AvenueGlendale CA 91204818 392 9731**FOR OFFICE USE ONLY**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIARohmat Mulyana Jr.

PLAINTIFF(S)

v.

John P. Frye, P.C.John P. Frye

DEFENDANT(S).

CASE NUMBER

CV12-04685-MRP(JCGx)

SUMMONS

TO: DEFENDANT(S): John P. Frye, P.C. John P. Frye

A lawsuit has been filed against you.

FOR OFFICE USE ONLY

Within 21 days after service of this summons on you (not counting the day you received it), you must serve on the plaintiff an answer to the attached ☒ complaint ☐ amended complaint ☐ counterclaim ☐ cross-claim or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff's attorney, Rohmat Mulyana Jr., whose address is 408 South Pacific Avenue Glendale Ca 91204. If you fail to do so, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

Clerk, U.S. District Court

Dated: JUN - 5 2012By: ANDRES PEDRO

Deputy Clerk

(Seal of the Court)

1202

[Use 60 days if the defendant is the United States or a United States agency, or is an officer or employee of the United States. Allowed 60 days by Rule 12(a)(3)].

FOR OFFICE USE ONLY

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET

I (a) PLAINTIFFS (Check box if you are representing yourself <input checked="" type="checkbox"/> <div style="font-size: 1.2em; margin-top: 10px;">Rohmat Mulyana Jr.</div>		DEFENDANTS <div style="font-size: 1.2em; margin-top: 10px;">John P. Frye P.C. John P. Frye</div>	
(b) Attorneys (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.) <div style="font-size: 1.2em; margin-top: 10px;">Rohmat Mulyana Jr. 408 South Pacific Ave. GLENDALE CA 91204 818 392 9731</div>		Attorneys (If Known) 	

II. BASIS OF JURISDICTION (Place an X in one box only.) <input type="checkbox"/> 1 U.S. Government Plaintiff <input checked="" type="checkbox"/> 3 Federal Question (U.S. Government Not a Party) <input type="checkbox"/> 2 U.S. Government Defendant <input type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)	III. CITIZENSHIP OF PRINCIPAL PARTIES - For Diversity Cases Only (Place an X in one box for plaintiff and one for defendant.) <table style="width:100%; border: none;"> <tr> <td style="width:33%; border: none;">Citizen of This State</td> <td style="width:33%; border: none;">PTF DEF <input checked="" type="checkbox"/> 1 <input type="checkbox"/> 1</td> <td style="width:33%; border: none;">Incorporated or Principal Place of Business in this State</td> <td style="width:33%; border: none;">PTF DEF <input type="checkbox"/> 4 <input type="checkbox"/> 4</td> </tr> <tr> <td style="border: none;">Citizen of Another State</td> <td style="border: none;"><input type="checkbox"/> 2 <input type="checkbox"/> 2</td> <td style="border: none;">Incorporated and Principal Place of Business in Another State</td> <td style="border: none;"><input type="checkbox"/> 5 <input checked="" type="checkbox"/> 5</td> </tr> <tr> <td style="border: none;">Citizen or Subject of a Foreign Country</td> <td style="border: none;"><input type="checkbox"/> 3 <input type="checkbox"/> 3</td> <td style="border: none;">Foreign Nation</td> <td style="border: none;"><input type="checkbox"/> 6 <input type="checkbox"/> 6</td> </tr> </table>	Citizen of This State	PTF DEF <input checked="" type="checkbox"/> 1 <input type="checkbox"/> 1	Incorporated or Principal Place of Business in this State	PTF DEF <input type="checkbox"/> 4 <input type="checkbox"/> 4	Citizen of Another State	<input type="checkbox"/> 2 <input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5 <input checked="" type="checkbox"/> 5	Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3 <input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6 <input type="checkbox"/> 6
Citizen of This State	PTF DEF <input checked="" type="checkbox"/> 1 <input type="checkbox"/> 1	Incorporated or Principal Place of Business in this State	PTF DEF <input type="checkbox"/> 4 <input type="checkbox"/> 4										
Citizen of Another State	<input type="checkbox"/> 2 <input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5 <input checked="" type="checkbox"/> 5										
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3 <input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6 <input type="checkbox"/> 6										

IV. ORIGIN (Place an X in one box only.)

<input checked="" type="checkbox"/> 1 Original Proceeding	<input type="checkbox"/> 2 Removed from State Court	<input type="checkbox"/> 3 Remanded from Appellate Court	<input type="checkbox"/> 4 Reinstated or Reopened	<input type="checkbox"/> 5 Transferred from another district (specify):	<input type="checkbox"/> 6 Multi-District Litigation	<input type="checkbox"/> 7 Appeal to District Judge from Magistrate Judge
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V. REQUESTED IN COMPLAINT: JURY DEMAND: ☒ Yes ☐ No (Check "Yes" only if demanded in complaint.)

CLASS ACTION under F.R.C.P. 23: ☐ Yes ☒ No **MONEY DEMANDED IN COMPLAINT:** \$ 8,000.00

VI. CAUSE OF ACTION (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)

VII. NATURE OF SUIT (Place an X in one box only.)

OTHER STATUTES <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input checked="" type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Act <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Info. Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes	CONTRACT <input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	TORTS PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Fed. Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury-Med Malpractice <input type="checkbox"/> 365 Personal Injury-Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus-Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	TORTS PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability BANKRUPTCY <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 American with Disabilities - Employment <input type="checkbox"/> 446 American with Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus/Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition FORFEITURE / PENALTY <input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS-Third Party 26 USC 7609
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CV12-04685-MRP(JCGx)

FOR OFFICE USE ONLY: Case Number: _____

AFTER COMPLETING THE FRONT SIDE OF FORM CV-71, COMPLETE THE INFORMATION REQUESTED BELOW.

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET

VIII(a). IDENTICAL CASES: Has this action been previously filed in this court and dismissed, remanded or closed? ☒ No ☐ Yes
 If yes, list case number(s): _____

VIII(b). RELATED CASES: Have any cases been previously filed in this court that are related to the present case? ☒ No ☐ Yes
 If yes, list case number(s): _____

Civil cases are deemed related if a previously filed case and the present case:

- (Check all boxes that apply) ☐ A. Arise from the same or closely related transactions, happenings, or events; or
☐ B. Call for determination of the same or substantially related or similar questions of law and fact; or
☐ C. For other reasons would entail substantial duplication of labor if heard by different judges; or
☐ D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

IX. VENUE: (When completing the following information, use an additional sheet if necessary.)

(a) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** named plaintiff resides.
☐ Check here if the government, its agencies or employees is a named plaintiff. If this box is checked, go to item (b).

County in this District:	California County outside of this District; State, if other than California; or Foreign Country
LOS ANGELES County	

(b) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** named defendant resides.
☐ Check here if the government, its agencies or employees is a named defendant. If this box is checked, go to item (c).

County in this District:	California County outside of this District; State, if other than California; or Foreign Country
	Roanoke, Virginia

(c) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** claim arose.
Note: In land condemnation cases, use the location of the tract of land involved.

County in this District:	California County outside of this District; State, if other than California; or Foreign Country
LOS ANGELES County	

* Los Angeles, Orange, San Bernardino, Riverside, Ventura, Santa Barbara, or San Luis Obispo Counties
Note: In land condemnation cases, use the location of the tract of land involved

X. SIGNATURE OF ATTORNEY (OR PRO PER): Abdohat Mulyana Jr. Date 5/29/2012

Notice to Counsel/Parties: The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet.)

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405(g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405(g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. (g))